

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF PUERTO RICO

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UNITED STATES OF AMERICA,

Plaintiff,

v.

[1] Manfred A. Pentzke Lemus, aka "Man",
"Contable", "El Gestor",
(Counts 1-10, 14-19, 21)
[2] Rodolpho R. Pagesy Roussel, aka "El
Banquero",
(Counts 1-7, 11-15, 18-19, 21)
[3] Augusto A. Lemus Berrios, aka "Primo",
(Counts 1, 14-15, 21)
[4] Jonatan Ben David Prieto Ruiz De Val,
aka "Johnny Millones",
(Counts 1, 14-16, 21)
[5] Ligia Maria Lemus De Pentzke, aka
"Ligia Lemus Lanuza",
(Counts 1, 17, 21)
[6] Carlos Manfredo Pentzke Chamorro, aka
"El Doctor",
(Counts 18-21),

Defendants.

SEALED INDICTMENT

Criminal No. 23-130 (ADC)

Violations: 18 U.S.C. § 2, 1343,
1349, 1956

Forfeiture: 18 U.S.C. § 981 and
982; 21 U.S.C. § 853; 28 U.S.C.
§ 2461

(TWENTY-ONE Counts)

THE GRAND JURY CHARGES:

GENERAL ALLEGATIONS

At all times relevant to this Indictment:

The United States Small Business Administration and the CARES Act

1. The United States Small Business Administration ("SBA") was an agency within the executive branch of the United States government. The mission of

the SBA was to maintain and strengthen the nation's economy by enabling the establishment and viability of small businesses and assist in the economic recovery of communities after disasters. As part of this effort, the SBA enabled and provided for loans through banks and other lenders. These loans had government backed guarantees.

2. The Coronavirus Aid, Relief, and Economic Security ("CARES") Act was a federal law enacted in or around March 2020 and was designed to provide emergency financial assistance to Americans suffering the economic effects caused by the COVID-19 pandemic. One source of relief under the CARES Act was authorization for the SBA to issue loans to small businesses and non-profit entities experiencing revenue loss due to the pandemic.

The Economic Injury Disaster Loan Program

3. One form of such assistance was the Economic Injury Disaster Loan ("EIDL") program, which provided loan assistance for certain businesses negatively affected by the COVID-19 pandemic. To qualify for an EIDL loan, a business had to, among other requirements, be in operation prior to February 1, 2020.

4. Applicants for EIDL loans used the SBA online portal to submit their application materials. The SBA servers that processed the EIDL loan applications were based outside of Puerto Rico.

5. Applicants had to certify that the information in the application was true and correct, under penalty of perjury and applicable criminal statutes. The application process involved filling out data fields relating to the size and ownership of the affected

business entity, and other information about the relevant business for the 12 months prior to COVID-19 impacting the national economy, such as the number of employees in the business, the gross business revenues realized, and the cost of goods sold. This information, submitted by the applicant, was then used by SBA systems to calculate the amount of money the applicant was eligible to receive.

6. Non-profit applicants and non-agricultural for-profit applicants were both generally eligible to receive an EIDL loan of up to \$150,000, with a 30-year scheduled repayment, deferred for 12 months. Some applicants were also eligible for advance funds of up to \$15,000.

7. Any funds paid by the SBA under an EIDL loan were processed and issued from various locations in the Continental United States, including Iowa, Colorado, and Virginia, and sent to the applicant borrower's financial institution.

8. Pursuant to the provisions governing the EIDL program, loan proceeds could only be used by the affected business receiving EIDL loans for certain permissible expenses. The loans could be used by the business to pay fixed debts, payroll, accounts payable, and other bills that could have been paid had the COVID-19 disaster not occurred.

The Paycheck Protection Program

9. Another form of assistance provided by the CARES Act was the authorization of United States taxpayer funds in forgivable loans to small businesses for job retention and certain other expenses, through a program referred to as the Paycheck Protection Program ("PPP").

10. To obtain a PPP loan a qualifying business was required to submit a PPP loan application, signed by an authorized representative of the business. The PPP loan application required the small business, through its authorized representative, to acknowledge the program rules and make certain affirmative certifications to be eligible to obtain the PPP loan. In the PPP loan application, the small business, through its authorized representative, was required to provide, among other things, its average monthly payroll expenses and number of employees. These figures were used to calculate the amount of money the small business was eligible to receive under PPP. In addition, businesses applying for a PPP loan were required to provide documentation showing their payroll expenses.

11. PPP loan applications were processed by participating financial institutions. If a PPP loan application was approved, the participating lender funded the PPP loan using its own monies, which were 100% guaranteed by the SBA. Data from the application, including information about the borrower, the total amount of the loan, and the listed number of employees, was transmitted by the lender to the SBA in the course of processing the loan.

12. PPP loan proceeds could only be used by the business on certain permissible expenses, such as payroll costs, interest on mortgages, rent and utilities. The PPP allowed the interest and principal on the PPP loan to be entirely forgiven if the business spent the loan proceeds on the allowable expenses within a designated period of time and used a certain percentage of the PPP loan proceeds towards payroll expenses.

The Defendants

13. Defendant [1] Manfred A. Pentzke Lemus, aka “Man”, “Contable”, and “El Gestor”, was the principal organizer of a fraudulent scheme to obtain Economic Injury Disaster Loan (“EIDL”) and Paycheck Protection Program (“PPP”) loans, and launder the proceeds of the scheme.

14. Defendant [2] Rodolpho R. Pagesy Roussel, aka “El Banquero”, worked at Bank 1, and used his position at Bank 1 to obtain the approval of fraudulent PPP applications through the bank’s PPP application process.

15. Defendant [3] Augusto A. Lemus Berrios, aka “Primo” assisted in the preparation of fraudulent PPP applications by, amongst other things, preparing fraudulent supporting documentation for the loan applications.

16. Defendant [4] Jonatan Ben David Prieto Ruiz De Val, aka “Johnny Millones”, acted as a money courier who would personally coordinate and conduct the delivery of “kickback” payments related to the fraudulent scheme to obtain PPP and EIDL loans.

17. Defendant [5] Ligia Maria Lemus De Pentzke, aka “Ligia Lemus Lanuza”, received “kickback” payments related to the fraudulent scheme to obtain PPP and EIDL loans and forwarded them to her co-conspirators.

18. Defendant [6] Carlos Manfredo Pentzke Chamorro, aka “El Doctor”, received fraudulent PPP and EIDL loans.

Relevant Financial Institution

19. Bank 1 was a financial institution based in San Juan, Puerto Rico, and an approved SBA lender of PPP loans.

COUNT ONE

(Conspiracy to Commit Wire Fraud, 18 U.S.C. § 1349)

The Grand Jury charges:

20. The factual allegations of paragraphs 1 through 19 of this Indictment are re-alleged and incorporated by reference as if fully set forth herein.

The Conspiracy

21. From on or about April 2020, through the return of the instant Indictment, in the District of Puerto Rico, and elsewhere, defendants:

- [1] Manfred A. Pentzke Lemus, aka “Man”, “Contable”, “El Gestor”,
- [2] Rodolpho R. Pagesy Roussel, aka “El Banquero,”
- [3] Augusto A. Lemus Berrios, aka “Primo”,
- [4] Jonatan Ben David Prieto Ruiz De Val, aka “Johnny Millones”,
- [5] Ligia Maria Lemus De Pentzke, aka “Ligia Lemus Lanuza”,

and others known and unknown to the Grand Jury, did knowingly and intentionally combine, conspire, confederate and agree to devise a scheme and artifice to defraud and to obtain money and property from the United States Small Business Administration and Bank 1, by means of false and fraudulent pretenses, representations and promises; and for the purpose of executing the scheme and artifice, transmitted and caused to be transmitted by means of wire communications in interstate commerce, writings, signs, signals, pictures, and sounds, in violation of Title 18, *United States Code*, Section 1343.

Objects of the Conspiracy

22. The objects of the conspiracy were for the co-conspirators to unjustly enrich themselves by obtaining EIDL and PPP loan proceeds under material false pretenses and to prevent detection of the conspiracy.

Manner and Means of the Conspiracy

23. The manner and means by which the defendants and their co-conspirators would accomplish and further the objects of the conspiracy, among others, included the following:

24. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would submit and cause to be submitted fraudulent EIDL and PPP loan applications that contained materially false and fraudulent information and supporting documentation, including false and fictitious tax documents, payroll records, bank records, and identification documents.

25. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would recruit others known and unknown to the Grand Jury, to obtain EIDL and PPP loans utilizing false representations and under false pretenses.

26. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would obtain the personal identifying information of others known and unknown to the Grand Jury, in order to use that information to apply for EIDL and PPP loans.

27. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would make, and cause to be made, false statements to the

SBA and Bank 1 in connection with the fraudulent applications for PPP and EIDL loans, including false representations regarding the companies' 2019 income, the number of employees to whom the companies had paid wages, and false certifications that the loans would be used for permissible business purposes.

28. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would open and utilize email and bank accounts for the purpose of furthering the conspiracy to fraudulently obtain EIDL and PPP loans.

29. It was part of the manner and means of the conspiracy that Defendant [2] Rodolpho R. Pagesy Roussel, aka "El Banquero," an employee of Bank 1 responsible for processing PPP loan applications, processed and submitted fraudulent PPP applications to the SBA through Bank 1's systems. Defendant [2] Rodolpho R. Pagesy Roussel, aka "El Banquero," also facilitated the opening of bank accounts at Bank 1 which would be used to receive the proceeds of the fraudulent PPP applications.

30. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would utilize the fraudulently obtained EIDL and PPP loan proceeds to engage in financial transactions designed to create the appearance of being bona fide business expenditures, including payroll expenses, in order to disguise the true nature of the financial transactions.

31. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would direct the recipients of the fraudulently obtained PPP

and EIDL loans to remit a certain amount of the proceeds of the loans to the defendants and their co-conspirators.

32. It was part of the manner and means of the conspiracy that defendants and their co-conspirators would coordinate the collection of the remittances in the form of cash and checks and the delivery of those remittances to the defendants and their co-conspirators.

33. It was part of the manner and means of the conspiracy that defendants and their co-conspirators utilized fraudulently obtained EIDL and PPP loan proceeds to benefit themselves and others, including for expenses prohibited under the requirements of the EIDL and PPP programs.

34. It was part of the manner and means of the conspiracy that between on or about April 2020, through the return of the instant Indictment the defendants and their co-conspirators submitted and caused the submission of at least 272 EIDL and PPP loan applications seeking a total of at least \$9,020,590.33 in EIDL and PPP proceeds from the SBA and Bank 1.

Overt Acts in Furtherance of the Conspiracy

35. In furtherance of the conspiracy and to achieve its objectives, one or more members of the conspiracy committed, and willfully caused others to commit the following acts, among others, in the District of Puerto Rico, and elsewhere:

36. The following co-conspirators electronically submitted, and caused to be submitted EIDL loan applications, using the SBA online portal, as set forth below:

Applicant Name/Initials	Date of Wire (Application Creation Date)	Amount
[1] Manfred A. Pentzke Lemus	March 30, 2020	\$150,000 (Loan)
[1] Manfred A. Pentzke Lemus	March 30, 2020	\$5,000 (Advance) \$120,000 (Loan)
[1] Manfred A. Pentzke Lemus	March 30, 2020	\$4,000 (Advance)
J.M.	April 2, 2020	\$10,000 (Advance) \$500,000 (Loan)
J.M.	April 2, 2020	\$15,000 (Advance)
J.M.	April 2, 2020	\$2,000 (Advance)
O.S.	April 4, 2020	\$7,000 (Advance) \$20,500 (Loan)
M.R.	April 6, 2020	\$15,000 (Advance) \$34,000 (Loan)
A.B.	April 7, 2020	\$8,000 (Loan)
G.C.	May 11, 2020	\$10,000 (Advance) \$5,000 (Loan)
[5] Ligia Maria Lemus De Pentzke	June 16, 2020	\$1,000 (Advance) \$74,000 (Loan)
[6] Carlos M. Pentzke Chamorro	June 16, 2020	\$1,000 (Advance) \$104,000 (Loan)

Applicant Name/Initials	Date of Wire (Application Creation Date)	Amount
[2] Rodolpho R. Pagesy Roussel	June 17, 2020	\$10,000 (Advance) \$150,000 (Loan)
[2] Rodolpho R. Pagesy Roussel	June 17, 2020	\$1,000 (Advance) \$150,000 (Loan)
R.S.R.	June 17, 2020	\$1,000 (Advance) \$61,500 (Loan)
R.S.	June 17, 2020	\$1,000 (Advance) \$3,500 (Loan)
F.R.	June 19, 2020	\$10,000 (Advance) \$150,000 (Loan)
J.S.	June 19, 2020	\$40,000 (Loan)
J.M.	June 20, 2020	\$1,000 (Advance) \$10,000 (Loan)
H.S.O.	June 23, 2020	\$1,000 (Advance) \$106,000 (Loan)
S.M.	June 26, 2020	\$3,000 (Advance) \$50,400 (Loan)
K.B.	June 27, 2020	\$150,000 (Loan)
J.P.	June 30, 2020	\$150,000

Applicant Name/Initials	Date of Wire (Application Creation Date)	Amount
		(Loan, Reversed to SBA)
[2] Rodolpho R. Pagesy Roussel	July 1, 2020	\$89,500 (Loan)
A.B.	July 1, 2020	\$150,000 (Loan)
V.B.	July 2, 2020	\$10,000 (Advance) \$144,500 (Loan)
G.V.	July 6, 2020	\$150,000 (Loan)
O.S.	July 9, 2020	\$150,000 (Loan)
B.B.	July 9, 2020	\$10,000 (Advance)
G.R.	July 12, 2020	\$150,000 (Loan)
R.G.	July 12, 2020	\$49,500 (Loan)
R.G.	July 13, 2020	\$51,900 (Loan)
B.V.	November 29, 2021	\$15,000 (Advance)
TOTALS	49 EIDL LOANS AND ADVANCES	\$3,105,300

37. The co-conspirators electronically submitted, and caused to be submitted PPP loan applications, as set forth below:

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
[1] Manfred A. Pentzke Lemus	April 29, 2020	\$4,200.00
[6] Carlos M. Pentzke Chamorro	April 30, 2020	\$20,800.00
[5] Ligia Maria Lemus De Pentzke	May 2, 2020	\$2,700.00
J.F.C.J.	June 8, 2020	\$20,800.00
O.O.S.R.	June 9, 2020	\$20,800.00
J.C.C.M.	June 10, 2020	\$17,400.00
J.M.R.C.	June 12, 2020	\$20,800.00
N.T.C.	June 23, 2020	\$20,800.00
F.R.N.	June 24, 2020	\$20,800.00
A.C.H.	June 26, 2020	\$20,800.00
J.C.Z.	June 26, 2020	\$20,800.00
M.C.	June 30, 2020	\$20,800.00
E.L.G.	June 30, 2020	\$20,800.00
G.R.D.	August 4, 2020	\$20,800.00
R.G.R.	August 4, 2020	\$20,800.00
W.V.R.	August 4, 2020	\$20,500.00
H.S.O.	August 4, 2020	\$20,200.00
A.B.B.	August 4, 2020	\$19,800.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
E.M.C.	August 4, 2020	\$19,000.00
[4] Jonatan B. Prieto Ruiz De Val	August 4, 2020	\$20,800.00
B.B.	August 4, 2020	\$20,800.00
R.S.R.	August 6, 2020	\$20,700.00
C.N.C.	August 6, 2020	\$20,400.00
C.A.	August 6, 2020	\$19,700.00
Y.M.V.	August 6, 2020	\$20,800.00
J.R.M.	August 6, 2020	\$17,600.00
J.C.D.	August 6, 2020	\$17,200.00
V.G.B.	August 6, 2020	\$20,200.00
A.M.	August 6, 2020	\$19,700.00
P.A.N.	August 6, 2020	\$19,600.00
K.B.M.	August 6, 2020	\$20,833.00
H.H.T.	August 6, 2020	\$20, 600.00
C.C.S.	August 6, 2020	\$20,800.00
J.S.	August 6, 2020	\$16,500.00
V.B.M.	August 6, 2020	\$20,300.00
Y.P.M.	August 6, 2020	\$20,800.00
J.E.P.	January 20, 2021	\$20,800.00
P.A.N.	January 21,2021	\$19,600.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
O.S.R.	January 25, 2021	\$29,100.00
W.V.R.	January 25, 2021	\$20,500.00
H.H.T.	January 25, 2021	\$20,600.00
B.B.	January 25, 2021	\$20,800.00
J.R.C.	January 25, 2021	\$20,800.00
A.B.B.	January 28, 2021	\$27,700.00
N.T.C.	January 31, 2021	\$20,800.00
A.C.H.	January 31, 2021	\$29,120.00
E.L.G.	January 31, 2021	\$20,800.00
F.R.N.	January 31, 2021	\$20,800.00
Y.P.M.	January 31, 2021	\$20,800.00
A.M.B.	February 4, 2021	\$18,735.00
C.N.C.	February 6, 2021	\$20,400.00
[1] Manfred A. Pentzke Lemus	February 6, 2021	\$4,200.00
A.M.	February 6, 2021	\$19,763.00
[1] Manfred A. Pentzke Lemus	January 19, 2021	\$149,400.00
O.S.R.	January 19, 2021	\$141,100.00
J.C.Z.	February 6, 2021	\$20,800.00
E.M.C.	February 8, 2021	\$19,00.00
V.G.B.	February 8, 2021	\$20,200.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
J.P.R.	February 9, 2021	\$20,758.00
R.B.D.T.	February 9, 2021	\$20,833.00
J.O.C.	February 9, 2021	\$20,752.00
L.P.	February 9, 2021	\$20,343.00
M.M.C.	February 10, 2021	\$20,833.00
E.D.D.	February 10, 2021	\$20,724.00
J.C.	February 10, 2021	\$17,400.00
[1] Manfred A. Pentzke Lemus	January 19, 2021	\$145,200.00
H.H.T.	January 25, 2021	\$143,229.00
E.I.I.	February 17, 2021	\$20,827.00
R.S.R.	February 17, 2021	\$20,700.00
H.M.O.	February 17, 2021	\$20,684.00
J.S.S.	February 16, 2021	\$23,100.00
N.N.S.	February 18, 2021	\$20,470.00
C.C.S.	February 18, 2021	\$20,800.00
J.C.D.	February 18, 2021	\$17,200.00
R.G.C.	February 18, 2021	\$20,342.00
J.R.M.	February 18, 2021	\$17,600.00
I.D.	February 18, 2021	\$20,833.00
G.R.R.	February 20, 2021	\$20,753.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
[1] Manfred A. Pentzke Lemus	February 19, 2021	\$148,125.00
R.M.	February 22, 2021	\$20,562.00
C.P.G.	February 22, 2021	\$20,833.00
G.V.H.	February 23, 2021	\$20,833.00
C.P.	February 23, 2021	\$20,448.00
M.R.R.	February 24, 2021	\$20,075.00
J.S.	February 24, 2021	\$20,833.00
A.D.R.	February 24, 2021	\$19,666.00
E.J.O.	February 24, 2021	\$19,719.00
J.L.S.	February 24, 2021	\$20,826.00
E.P.	February 24, 2021	\$20,833.33
J.C.J.	February 24, 2021	\$20,800.00
S.V.E.	February 24, 2021	\$20,632.00
Y.D.P.	February 24, 2021	\$20,829.00
R.G.R.	February 6, 2021	\$29,120.00
G.C.R.	February 27,2021	\$20,036.00
R.G.	February 27,2021	\$20,515.00
J.M.	February 27,2021	\$20,604.00
D.R.	February 27,2021	\$20,311.00
J.D.	February 27,2021	\$20,486.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
R.G.C.	February 27, 2021	\$20,648.00
[4] Jonatan Ben David Prieto Ruiz De Val	February 16, 2021	\$20,800.00
C.S.V.	March 3, 2021	\$20,783.00
S.R.	March 3, 2021	\$20,508.00
I.R.	March 2, 2021	\$20,412.00
C.M.	March 3, 2021	\$20,445.00
[6] Carlos Manfredo Pentzke Chamorro	February 9, 2021	\$20,800.00
[5] Ligia Maria Lemus De Pentzke	February 9, 2021	\$2,700.00
R.S.M.	March 10, 2021	\$20,779.00
E.L.R.	March 12, 2021	\$20,669.00
W.C.	March 18, 2021	\$20,728.00
H.S.	March 18, 2021	\$20,460.00
G.R.D.	February 18, 2021	\$20,800.00
K.D.L.D.	March 18, 2021	\$20,776.00
W.V.	March 19, 2021	\$20,460.00
C.G.M.	March 19, 2021	\$20,605.00
E.M.R.	March 19, 2021	\$20,568.00
H.S.O.	January 27, 2021	\$20,200.00
K.V.T.	March 19, 2021	\$20,555.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
D.R.R.	March 19, 2021	\$20,298.00
R.R.M.	March 19, 2021	\$20,265.00
M.C.	February 26, 2021	\$29,120.00
C.N.F.	March 27, 2021	\$20,655.00
I.N.	March 30, 2021	\$20,333.00
R.S.G.	March 30, 2021	\$20,377.00
W.R.F.	March 30, 2021	\$20,399.00
R.S.	March 30, 2021	\$20,572.00
Y.M.	March 29, 2021	\$29,120.00
O.N.A.	March 30, 2021	\$20,309.00
K.B.	March 29, 2021	\$29,120.00
J.H.	March 30, 2021	\$20,615.00
J.R.	March 30, 2021	\$20,451.00
P.L.S.	March 30, 2021	\$20,540.00
V.B.M.	March 29, 2021	\$28,420.00
M.O.G.	March 30, 2021	\$20,356.00
K.A.C.	April 4, 2021	\$20,399.00
H.S.	April 6, 2021	\$19,550.00
L.C.R.	April 6, 2021	\$18,604.00
B.O.G.	April 6, 2021	\$18,883.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
A.D.	April 7, 2021	\$18,814.00
J.S.L.	April 7, 2021	\$18,939.00
S.L.P.	April 8, 2021	\$18,833.00
V.V.M.	April 13, 2021	\$19,121.00
K.A.O.	April 13, 2021	\$19,270.00
A.F.M.	April 14, 2021	\$20,229.00
L.C.P.	April 14, 2021	\$20,000.00
L.G.B.	April 14, 2021	\$19,333.00
D.T.P.	April 15, 2021	\$19,229.00
R.P.B.	April 15, 2021	\$19,229.00
V.R.D.J.	April 19, 2021	\$20,654.00
R.C.S.	April 20, 2021	\$19,416.00
R.L.A.	April 26, 2021	\$18,664.00
F.C.S.	April 26, 2021	\$18,812.00
J.M.	April 26, 2021	\$19,052.00
W.R.S.	April 27, 2021	\$19,121.00
C.A.	April 27, 2021	\$27,580.00
G.R.A.	April 26, 2021	\$19,645.00
G.H.C.	April 27, 2021	\$19,774.00
L.R.S.	April 27, 2021	\$18,750.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
[1] Manfred A. Pentzke Lemus	April 27, 2021	\$149,412.00
M.A.G.	April 26, 2021	\$20,371.00
O.R.N.	April 26, 2021	\$19,791.00
T.M.M.	April 26, 2021	\$20,162.00
L.L.	April 26, 2021	\$20,579.00
O.S.R.	April 27, 2021	\$141,124.00
J.V.D.J.	April 29, 2021	\$19,791.00
R.B.D.T.	April 29, 2021	\$29,166.00
N.N.S.	April 29, 2021	\$20,470.00
M.M.C.	April 29, 2021	\$29,166.00
T.C.S.	April 29, 2021	\$19,375.00
H.M.O.	April 29, 2021	\$20,684.00
A.P.	April 28, 2021	\$19,283.00
E.I.I.	April 30, 2021	\$29,158.00
A.M.B.	April 30, 2021	\$18,735.00
N.S.	April 30, 2021	\$20,000.00
A.D.	May 2, 2021	\$19,666.00
J.L.S.	May 2, 2021	\$20,826.00
J.P.R.	May 2, 2021	\$29,062.00
L.P.	May 2, 2021	\$28,480.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
[1] Manfred A. Pentzke Lemus	May 2, 2021	\$145,208.00
Y.R.H.	May 4, 2021	\$20,312.00
L.R.D.J.	May 6, 2021	\$18,773.00
Y.M.S.	May 4, 2021	\$20,625.00
H.H.T.	May 2, 2021	143,229.00
C.P.G.	May 3, 2021	\$20,833.00
T.L.	May 9, 2021	\$20,149.00
J.M.	May 9, 2021	\$20,846.00
N.R.	May 5, 2021	\$20,833.00
N.B.	May 9, 2021	\$20,504.00
A.G.C.	May 6, 2021	\$20,604.00
M.P.M.	May 5, 2021	\$19,541.00
M.V.R.	May 5, 2021	\$19,979.00
D.R.	May 5, 2021	\$19,895.00
A.R.	May 4, 2021	\$20,625.00
N.A.Q.	May 5, 2021	\$20,663.00
R.M.G.	May 6, 2021	\$20,314.00
K.S.B.	May 4, 2021	\$20,312.00
S.R.	May 9, 2021	\$20,508.00
E.R.T.	May 5, 2021	\$20,833.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
J.O.C.	May 6, 2021	\$20,752.00
F.L.V.	May 5, 2021	\$20,833.00
M.P.P.	May 9, 2021	\$20,500.00
M.N.A.	May 5, 2021	\$20,208.00
R.F.	May 4, 2021	\$20,020.00
J.M.S.	May 4, 2021	\$20,312.00
J.R.M.	May 4, 2021	\$18,814.00
J.G.L.	May 4, 2021	\$20,416.00
I.A.P.	May 4, 2021	\$20,395.00
G.V.H.	May 3, 2021	\$29,166.00
S.M.A.	May 4, 2021	\$20,104.00
C.R.R.	May 4, 2021	\$20,416.00
H.S.	May 4, 2021	\$20,208.00
G.R.	May 4, 2021	\$29,055.00
R.T.D.L.	May 4, 2021	\$19,166.00
L.B.D.	May 4, 2021	\$20,416.00
R.G.	May 10, 2021	\$20,515.00
E.D.D.	May 5, 2021	\$20,724.00
J.G.	May 6, 2021	\$20,479.00
S.V.E.	May 3, 2021	\$20,632.00

Applicant Name/Initials	Date of Wire (Electronic Transmission Date)	Amount Disbursed
J.M.A.	May 12, 2021	\$20,322.00
O.L.C.	May 12, 2021	\$20,476.00
E.P.	May 12, 2021	\$20,801.00
J.V.	May 12, 2021	\$20,625.00
H.S.	May 4, 2021	\$148,958.00
[1] Manfred A. Pentzke Lemus	May 13, 2021	\$148,125.00
TOTALS	223 PPP LOANS	\$5,915,290.33

38. All in violation of Title 18, *United States Code*, § 1349.

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COUNTS TWO through TWENTY
(Wire Fraud, 18 U.S.C. § 1343)

The Grand Jury Further charges:

39. The factual allegations of paragraphs 1 through 19 of this Indictment are re-alleged and incorporated by reference as if fully set forth herein.

The Fraudulent Scheme

40. From on or about April 2020, through the return of the instant Indictment, in the District of Puerto Rico, and elsewhere, Defendants

- [1] Manfred A. Pentzke Lemus, aka “Man”, “Contable”, “El Gestor”,
- [2] Rodolpho R. Pagesy Roussel, aka “El Banquero,”
- [3] Augusto A. Lemus Berrios, aka “Primo”,
- [4] Jonatan Ben David Prieto Ruiz De Val, aka “Johnny Millones”,
- [5] Ligia Maria Lemus De Pentzke, aka “Ligia Lemus Lanuza”,
- [6] Carlos Manfredo Pentzke Chamorro, aka “El Doctor”,

and others known and unknown to the Grand Jury, aiding and abetting one another, knowingly devised, and intended to devise, a scheme and artifice to defraud the United States Small Business Administration and Bank 1, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, by submitting and causing to be submitted false and fraudulent applications for EIDL and PPP funds.

Manner and Means of the Scheme to Defraud

41. To accomplish these objectives, the Defendants employed the manner and means described in paragraphs 23 through 31 of this Indictment, which are re-alleged and incorporated by reference as if fully set forth herein.

Execution of the Scheme to Defraud

42. On or about the dates set forth below, the Defendants, aiding and abetting one another, for the purpose of executing the scheme and artifice to defraud described above, and attempting to do so, transmitted, and caused to be transmitted, writings, signs, signals, pictures and sounds by means of wire communications in interstate commerce, as described below, each transmission constituting a separate count of this Indictment.

Count	Date	Description	Type	Amount	Defendant(s)
2	January 19, 2021	Application ending in 8401	PPP	\$149,400	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel
3	April 27, 2021	Application ending in 8910	PPP	\$149,412	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel
4	January 19, 2021	Application ending in 8405	PPP	\$145,200	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel
5	May 2, 2021	Application ending in 8910	PPP	\$145,208	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel

Count	Date	Description	Type	Amount	Defendant(s)
6	February 19, 2021	Application ending in 8509	PPP	\$148,125	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel
7	May 13, 2021	Application ending in 9002	PPP	\$148,125	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel
8	March 30, 2020	Loan number ending in 7400	EIDL	\$149,900	[1] Manfred A. Pentzke Lemus
9	March 30, 2020	Loan number ending in 7804	EIDL and Advance	\$124,900	[1] Manfred A. Pentzke Lemus
10	March 30, 2020	Application number ending in 2685	EIDL Advance	\$4,000	[1] Manfred A. Pentzke Lemus
11	June 17, 2020	Loan number ending in 8006	EIDL and advance	\$150,900	[2] Rodolpho R. Pagesy Roussel
12	June 17, 2020	Loan number ending in 7909	EIDL and advance	\$159,900	[2] Rodolpho R. Pagesy Roussel
13	July 1, 2020	Loan number ending in 8101	EIDL	\$89,400	[2] Rodolpho R. Pagesy Roussel

Count	Date	Description	Type	Amount	Defendant(s)
14	August 4, 2020	Loan number ending in 8208	PPP	\$20,800	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel [3] Augusto A. Lemus Berrios [4] Jonatan Ben David Prieto Ruiz De Val
15	February 16, 2021	Loan number ending in 8503	PPP	\$20,800	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel [3] Augusto A. Lemus Berrios [4] Jonatan Ben David Prieto Ruiz De Val
16	June 18, 2020	Loan number ending in 8003	EIDL and advance	\$81,400	[1] Manfred A. Pentzke Lemus [4] Jonatan Ben David Prieto Ruiz De Val
17	June 16, 2020	Loan number ending in 7908	EIDL and advance PPP	\$74,900	[1] Manfred A. Pentzke Lemus

Count	Date	Description	Type	Amount	Defendant(s)
					[5] Ligia Maria Lemus De Pentzke
18	April 30, 2020	Loan number ending in 7304	PPP	\$20,800.00	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel [6] Carlos Manfredo Pentzke Chamorro
19	February 9, 2021	Loan number ending in 8502	PPP	\$20,800.00	[1] Manfred A. Pentzke Lemus [2] Rodolpho R. Pagesy Roussel [6] Carlos Manfredo Pentzke Chamorro
20	June 16, 2020	Loan number ending in 8005	EIDL and advance PPP	\$104,900	[6] Carlos Manfredo Pentzke Chamorro

43. All in violation of Title 18, *United States Code*, §§ 1343 & 2.

COUNT TWENTY-ONE

(Conspiracy to Commit Money Laundering, 18 U.S.C. § 1956(h))

44. The factual allegations of paragraphs 1 through 19 of this Indictment are re-alleged and incorporated by reference as if fully set forth herein.

The Objects of the Conspiracy

45. Beginning no later than in or around April 2020 and continuing until the return of the instant Indictment, in Puerto Rico, elsewhere, and within the jurisdiction of this Court, the Defendants:

- [1] Manfred A. Pentzke Lemus, aka “Man”, “Contable”, “El Gestor”,
- [2] Rodolpho R. Pagesy Roussel, aka “El Banquero,”
- [3] Augusto A. Lemus Berrios, aka “Primo”,
- [4] Jonatan Ben David Prieto Ruiz De Val, aka “Johnny Millones”,
- [5] Ligia Maria Lemus De Pentzke, aka “Ligia Lemus Lanuza”,
- [6] Carlos Manfredo Pentzke Chamorro, aka “El Doctor”,

conspired with one another and with others known and unknown to the Grand Jury, to commit offenses against the United States in violation of Title 18, *United States Code*, § 1956, to wit:

a. to knowingly conduct and attempt to conduct financial transactions involving the proceeds of specified unlawful activity, that is, wire fraud, knowing the transactions were designed in whole and in part to conceal the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, in violation of Title 18, *United States Code*, § 1956(a)(1)(B)(i); and

b. to knowingly conduct and attempt to conduct financial transactions involving the proceeds of specified unlawful activity, that is, wire fraud,

knowing the property involved in the financial transactions represented the proceeds of some form of unlawful activity with the intent to promote the carrying on of specified unlawful activity, that is, wire fraud, in violation of Title 18, *United States Code*, § 1956(a)(1)(A)(i);

c. to knowingly engage and attempt to engage in monetary transactions in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, that is, wire fraud, in violation of Title 18, *United States Code*, Section 1957.

Manner and Means of the Conspiracy

46. The manner and means by which the defendants and their co-conspirators would accomplish and further the objects of the conspiracy, among others, included the following:

47. It was part of the manner and means of the conspiracy that defendants and their co-conspirators submitted and caused the submission of fraudulent PPP and EIDL loan applications, which caused the SBA and Bank 1, a federally-insured financial institution, to wire loan proceeds to bank accounts in the names of individuals and entities used to obtain such loans.

48. It was part of the manner and means of the conspiracy that defendants and their co-conspirators transferred, and caused the transfer of the loan proceeds, including in financial transactions of greater than \$10,000, to secondary accounts under their control, in order to conceal the true nature, location, source, ownership, and control of the funds.

49. It was part of the manner and means of the conspiracy that defendants and their co-conspirators transferred, and caused the transfer of the loan proceeds, in the form of kickback payments paid in cash and other manners. The kickback payments were disguised by the defendants and their co-conspirators, on many occasions, to appear as payroll expenses for legitimate services.

50. It was part of the manner and means of the conspiracy that defendants and their co-conspirators spent the PPP and EIDL fraud proceeds for their own personal benefit and for the benefit of their co-conspirators, including for expenses prohibited under the requirements of the PPP and EIDL loan programs.

51. All in violation of Title 18, *United States Code*, § 1956(h).

FORFEITURE ALLEGATION ONE
(18 U.S.C. § 981)

52. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, *United States Code*, Section 981(a)(1)(C), and Title 28, *United States Code*, Section 2461(c), in the event of any defendant's conviction of the offense set forth in Counts One through Twenty of this Indictment.

53. The defendants so convicted shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to the offense. The property to be forfeited includes, but is not limited to, a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offense.

54. Pursuant to Title 21, *United States Code*, Section 853(p), as incorporated by Title 18, *United States Code*, Section 982(b) and Title 28, *United States Code*, Section 2461(c), any defendant so convicted shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

FORFEITURE ALLEGATION TWO
(18 U.S.C. § 982)

55. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, *United States Code*, Section 982(a)(1), in the event of any defendant's conviction of the offenses set forth in any of Count Twenty-One of this Indictment.

56. Any defendant so convicted shall forfeit to the United States of America all property, real or personal, involved in such offenses, and all property traceable to such property. The property to be forfeited includes, but is not limited to, a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offense.

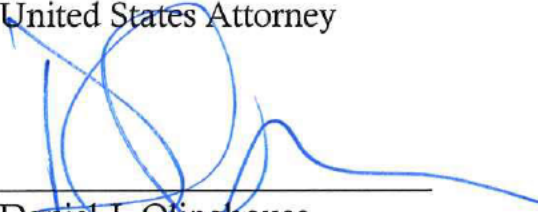
57. Pursuant to Title 21, *United States Code*, Section 853(p), as incorporated by Title 18, *United States Code*, Section 982(b)(1), and Title 18, *United States Code*, Section 982(b)(2), any defendant so convicted shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

TRUE BILL

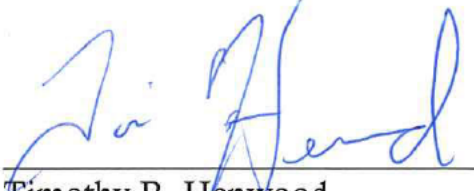
FOREPERSON 

Date: 3-30-23

W. STEPHEN MULDROW
United States Attorney



Daniel J. Olinghouse
Assistant United States Attorney
District of Puerto Rico



Timothy R. Henwood
Assistant United States Attorney
District of Puerto Rico